

## PERFORMANCE WORK STATEMENT

1.0. Introduction: The Marine Corps Regional Contracting Office (RCO) is procuring portable toilet rental and servicing on behalf of the Marine Air Ground Task Force Training Center (MCAGTFTC)/Marine Corps Air Ground Combat Center (MCAGCC), Twentynine Palms, California.

2.0. Background: The MCAGTFTC/MCAGCC is a vast training center located in the lower Mojave Desert, approximately 70 miles north of Palms Springs. The installation is primarily utilized for desert war fighting training, and contains numerous ranges covering approximately 600,000 acres where military exercises are held. Some of the ranges are accessible by rough terrain, requiring the use of 4x4 vehicles. Some ranges are accessible by direct routes; however, if live-fire exercises are occurring, Range Control will close down the route and alternative routes with significantly longer travel times may be required.

2.1. The amount of usage varies with the size, number, and frequency of exercises. Historically, the larger exercises were called Mojave Viper (MV) and Enhanced Mojave Viper (EMV) exercises. These exercises consisted of training approximately 3000-6000 Marines on a monthly basis. These exercises were centered on training for Operations Iraqi Freedom (OIF) and Enduring Freedom (OEF). A majority of the training was centered on close quarters training in a town like setting. As operations OIF and OEF are scaling down, the Marine Corps has transitioned to Integrated Training Exercises (ITX) and Large Scale Exercises (LSE). The historically high usage ranges have been phased out. Exercise transition to ITX and LSE consists of training approximately 6000-10,000 Marines. The ITX and LSE focus on the coordination of the entire MAGTF and will utilize more training space at MCAGCC.

2.2. There are over 900 miles of Main Surface Roads (MSR). The MSRs are not paved and sporadically maintained. Rain, Flash Floods and other Acts of God make some roads periodically impassable. Many of the roads lie in dry washes or cross dry washes. During periods of rain, the roads can be washed out to depths of 10 feet. In addition to the MSR, there are over 900 miles of trails that are not maintained and must be traversed utilizing 4 x 4 vehicles. The speed limit in all training areas is 25 miles per hour.

2.3. The base currently consists of three corridors. The west corridor begins just northwest of main side and continues north by northwest to the southwest of the Bullion Mountains running approximately from coordinates 84009100 up to 48004000. The delta corridor runs from the east of main side due north between the Bullion Mountains running approximately from coordinates 88008500 up to 88003100. The east corridor begins approximately from coordinate 97009575 due north up to 95752600. There is yet another corridor, currently unnamed, for which there will be future use which will run west to east from coordinate 36002700 to 10002700.

3.0. Scope of Work: The Contractor shall furnish all labor, supervision, tools, materials, equipment, transportation, and other items necessary to provide the supplies/services required herein throughout the training ranges of MAGTFTC/MCAGCC with the exception of the Government Furnished Facilities, Equipment and Material listed in paragraph 5.4. The scope of this contract covers portable toilets that are used to support the MAGTFTC/MCAGCC various training programs. Not included in the scope of work are portable toilets utilized for special events in support of the Marine Corps Community Service mission, such as concerts and sporting events. The period of performance is 8 January 2014 through 28 February 2014.

4.0. Applicable Directives/Definitions:

**Contracting Officer's Representative (COR).** An individual appointed in writing by the Contracting Officer who is responsible for the technical direction and evaluation of the contractor's performance.

**Customer Complaint Record (CCR).** A format used by a government customer to register a complaint with the COR regarding the Contractor's quality or level of performance.

**Government Furnished Equipment (GFE).** Equipment furnished to the contractor in support of the contract.

**Contractor Furnished Equipment (CFE).** Equipment furnished by the contractor in support of the contract.

5.0 Performance Requirements.

5.1. Personnel.

5.1.1. Project Manager: The Contractor shall provide a Project Manager who shall be designated as the primary point of contact and who shall be responsible for the daily performance of the contract. The name of this person and alternate(s), who shall act for the Contractor when the manager is absent, shall be designated in writing and approved by the Contracting Officer. The Project Manager may be required to meet weekly with the Contracting Officer. Subsequent meetings will be held as necessary. The Project Manager or alternate shall be available within two (2) hours, during normal working hours to meet with government personnel designated by the Contracting Officer to discuss problem areas. After normal hours, the manager shall be available within four (4) hours.

5.1.2. Contractor Personnel: Contractor personnel shall be well trained and proficient in their assigned tasks, present a neat appearance, and be easily recognized by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges. No item of military clothing or clothing resembling military clothing may be worn. All employees of the contractor must be able to read, write, and understand English.

5.1.2.1. The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the Contractor employ any person who is an employee of the United States Marine Corps, either military or civilian, unless such person seeks and received approval in accordance with Joint Ethics Regulations.

5.2. Hours of Operation: Normal work hours are Sunday through Saturday 7:00 AM to 5:00 PM. However, due to operational commitments, toilets and/or services may also be required after normal working hours and holidays. Work may frequently be required on short notice (4 hours response time), however; at least 48 hours advance notice of requirements will be given if possible.

### 5.3. Providing and Servicing Portable Toilets.

5.3.1. General: The Contractor shall provide the required number of portable toilets that are specified in the attached spreadsheet. For the purpose of this contract, furnishing portable toilets shall coincide with the cleaning of the toilets, except for pick-up and delivery charges. The contractor may be required to divert long distances due to road closures caused by Range Control or as a result of flash floods and other adverse weather conditions. The government shall not be charged for aborted delivery or service attempts. **The Contractor should anticipate an increase in usage on short notice among multiple ranges. This increase is known as “White Space” training. White space training is unplanned, unanticipated training that occurs with minimal lead time as a result of training ranges becoming available for use by unit commanders who decide to take advantage of the opportunity to expand their training experience aboard MAGTF/TC/MCAGCC. The increase in usage may result in, but not limited to, changes from every other day service to everyday service or requests for additional toilets due to the highly diverse nature of the training conducted aboard MAGTF/TC/MCAGCC. Contractors should note that historical usage has indicated CLIN 0003 may increase approximately 50% of CLIN 0001 “Known ITX Training Locations”. The quantities listed on CLIN 0003 are estimates only.**

5.3.2. Portable Toilet Specifications: Portable toilets shall be made with a high-density polyethylene construction which are impervious to moisture, have urinals securely fastened to the tank or structure, have adequate drain flow, be of the non-flush type, skid mounted, and shall have a toilet seat, a toilet paper holder designed for that purpose, screened ventilation, an outside door handle, and an inside locking door latch. Toilets provided under this contract need not be new, but are to be in a serviceable condition, without holes or chemical leaks, of a material having a nonabsorbent finish, and the doors, hinges, and latches shall operate as intended. Collapsible and wood toilets and toilets with open grid flooring are **NOT ACCEPTABLE**. Contractor shall ensure that all portable toilets are staked or tied down to prevent spillage. Placement of sand bags, to include inside or on top of, securing the toilets is **NOT ACCEPTABLE**. Contractor shall ensure portable toilets are not placed within 20 feet of any storm channel or natural wash.

5.3.3. Delivery Requirements: The government will require the Contractor to deliver, locate, and service portable toilets in rough terrain or unpaved areas. Therefore, delivery to and servicing at these areas will require the Contractor to use heavy duty four wheel drive (4WD) vehicles.

5.3.4. Delivery Charges: Delivery and pick-up charges shall be a combined fee to include one servicing at the time of pick-up, and shall include all costs associated with delivery and pickup. Delivery charges shall be billed at the time delivery is made, regardless of when pickup will occur. Delivery charges are also applicable when an order is placed and accepted and subsequently cancelled after the delivery has been made.

5.3.5. Orders for Delivery: The government will provide an eight-digit grid coordinate that designates the location that the portable toilets are to be placed. Toilets that are misplaced as a result of the Contractor's misreading of the map shall be relocated at no additional charge.

5.3.6. Removal: The Contractor shall remove all portable toilets from training areas within three (3) working days of completion of the order or notification of any early termination of services.

5.3.7. Routine Portable Toilet Cleaning: The Contractor shall provide cleaning of toilets at the intervals specified in attachments B and C. The initial placement of a toilet or hand wash station **does not** constitute the first cleaning. Service stickers are to be located on the inside of the portable toilet door showing the date of cleaning services and the individual performing those services.

5.3.7.1. Trash shall be removed by the contractor, placed in sealed trash bags and driven from the site to the nearest trash receptacle. Trash from sites other than MAGTF/TC/MCAGCC shall not be placed in government trash receptacles. Excessive trash will be brought to the attention of the COR and/or the Contracting Officer.

5.3.7.2. The contractor may reserve their obligation to service the unit(s) in question if servicing of the unit may be harmful to the operators (i.e. suspected ammunition in the portable toilet). The COR shall be notified immediately of such situations, and the contractor shall follow the COR's instructions.

5.3.7.3. Resupply toilets whenever serviced with adequate supplies to maintain the serviceability between servicing. A minimum of two (2) rolls of 2-ply toilet paper shall be placed in toilets, provide an odorless disinfectant and maintain fluid of between five (5) to seven (7) gallons.

5.3.7.4. Provide and utilize chemicals that have been approved for use in accordance with all applicable Federal, State, and local laws and regulations, and all applicable Department of Defense (DoD) and Department of the Navy (DON) regulations. The contractor shall comply with sustainable acquisition policies, which apply to both contracts for supplies and services that require the delivery, use, or furnishing of products. Sustainable acquisition includes products that are energy-efficient and water-efficient, biobased, environmentally preferable, non-ozone depleting, are made with recovered materials, or use renewable energy technologies. See FAR Part 23. The contractor shall comply with all changes to sustainable acquisition policies (e.g., addition of USDA-designated items), and such compliance will not be grounds for contract modification or equitable adjustment.

5.3.8. Emergency Services: The government may require the Contractor to provide additional cleaning and maintenance services when directed by the Contracting Officer or COR.

5.3.8.1. Standard: The Contractor shall respond to calls for service within four (4) hours of being notified during normal work hours, or twelve (12) hours after normal working hours. Response is measured at the Contractor's arrival on base, not the response to the service location.

5.3.9. Toilet Maintenance: As part of the service fees, the Contractor shall maintain and repair toilets as necessary to keep them in good working order and with a good appearance. All dirt, mud, dust, markings, and graffiti shall be removed from the interior and exterior of the toilets. When it appears to the Contractor that damages to a unit is due to deliberate and extensive abuse by government personnel, the Contractor shall contact the COR to arrange a joint inspection prior to commencing repairs. The determination of the Contracting Officer (KO) concerning government responsibility is final and adverse determination shall not constitute grounds for contractor claim or equitable adjustment. Claims for excessive damages or total losses as a result of government action or inaction shall be treated as a contract claim and handled under the disputes clause.

5.3.9.1. Any required repairs or replacement of equipment, including but not limited to urinals, latches, hinges, toilet paper dispensers, and toilet seats shall be made when required. In the event the toilet is leaking, the toilet shall be removed from service immediately.

5.3.9.1.1. Standard: Repairs or replacement of non-repairable/unserviceable units shall be made within twenty-four (24) hours of discovery by the Contractor's personnel or notification by the government. Failure of the Contractor's personnel to report the problem will not be an acceptable reason for non-performance.

#### 5.4. Government Furnished Facilities, Equipment, and material.

##### 5.4.1. Government Furnished Facilities:

5.4.1.1. Dumping Stations: One (1) government owned dump station located at MAGTFTC/MCAGCC is available for use under this contract. The primary dump station is located at (3850D) located on Berkley Avenue across from the Ocotillo 7-Day Store. The contractor will be notified by the Contracting Officer or the Facilities Maintenance Department (FMD) when the primary dumping station is not available and an alternate dumping station must be used. The contractor is **STRICTLY PROHIBITED** from dumping wastes from portable toilets other than those serviced under this contract.

5.4.1.2. Water Stations: There are two water issue points (WIP) located on MCAGGCC. One is at WIP 1936 at the intersection of 10<sup>th</sup> Street and Del Valle Road. The second WIP is located at the intersection of Camp Wilson Road and Coyote Valley Road, Camp Wilson. The use of fire hydrants may be requested by the contractor after contract award. The authority for use of fire hydrants will be Public Works Division, Facilities Maintenance Branch. If authorized for such use, the contractor shall use a Reduced Pressure Backflow Prevention Assembly (RP Unit). Failure of the contractor to utilize a RP Unit will result in the government rescinding Water Station privileges and may result in contract termination for cause. Permission to use fire hydrants is in the sole discretion of the government, and refusal of permission shall not constitute grounds for contractor claim or request for equitable adjustment.

5.4.1.3. Storage Yards: One storage area approximately 150' x 150' will be provided. The area is located on mainside near 10<sup>th</sup> and Griffin Street. Only vehicles and equipment used on contracts with MAGTFTC/MCAGCC are to be staged/stored in the storage yards provided under this contract. The contractor shall empty all storage tanks on contractor owned equipment prior to storing vehicles and/or equipment overnight.

##### 5.4.2. Government Furnished Equipment:

5.4.2.1. The government will supply the contractor with radios for use in communicating with Range Control when delivering, servicing, or picking up toilets in training areas. The contractor shall reconcile with the government for accountability of the radios on a monthly basis. Lost or damaged radios will be reimbursed to the government.

5.4.2.2. The government may supply the contractor with up to six (6) portable global positioning system (GPS) units to assist the Contractor in proper placement of the portable toilets. Lost or damaged GPS units will be reimbursed to the government.

##### 5.4.3. Government Furnished Material:

5.4.3.1. The government will supply the contractor with water to be used in the performance of this contract from area WIPs. Water will be available to the Contractor during the normal hours of operations stated herein. Contractor trucks receiving government-supplied water must be equipped with the appropriate backflow or Air Gap devices according to California State regulations.

5.5. The contractor is responsible for quality control. The government will conduct quality assurance in accordance with the Quality Assurance Surveillance Plan (QASP), which describes how government personnel will evaluate and assess contractor performance. The QASP will be revised or modified as circumstances warrant. An informational copy of the QASP will be furnished to the contractor after award.